

Pivot Lateral Crossings

LICENSE AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20____, by and between BIG WOOD CANAL COMPANY, an Idaho corporation, or AMERICAN FALLS RESERVOIR DIST. NO. 2, (hereinafter Licensor), and

_____ (hereinafter Licensee), _____, Idaho. In consideration of the mutual covenants and agreements herein contained, Licensor grants to Licensee a license to cross the Lateral # _____ with a pivot sprinkler system, which said system is centered approximately in the _____ Section _____, Township _____, Range _____, EBM, _____ County, Idaho.

As consideration of the grant of such license, Licensee covenants and agrees as follows:

1. To install, at Licensee own expense, in such a manner as not to interfere with the water flow, all crossings necessary for the installation of such pivot sprinkler system.
2. To stop sprinkler when not in use so it does not cross the lateral.
3. To pay to Licensor such sums of money as may be determined which result from any damage to the canal banks by virtue of the installation of such pivot sprinkler system.
4. To treat all noxious weeds in the currently accredited manner on both lateral banks that are covered by the said pivot sprinkler system.
5. Licensor requires Licensee to construct and maintain an all-weather access to the Canal Company installations on the above described lateral that are or that may be, sprinkled from said pivot sprinkler system. Licensee will have the option of constructing and maintaining an access road to the Company specifications or having Licensor construct and maintain access at the

Licensee's expense. All cost are to be paid prior to delivery of irrigation water to the above described pivot sprinkler system and/or prior to allowing the pivot to either cross or sprinkle the Company's system; otherwise such crossing and/or sprinkling shall be considered a trespass.

6. Licensee agrees to allow no applications over canals or laterals with any chemical, fertilizer of other by-product or any foreign material which is not properly labeled for use over irrigation ditches or open water. In the event Licensee is found using such applications over the above described lateral, Licensee shall be liable for all damages and this license may be revoked by Licensor. Licensee shall not allow any fertilizer or other animal by-product or foreign material to be discharged into Licensor's lateral or irrigation system.

7. Licensee does hereby waive any claim for damages which might occur from any act of Licensor, including but not limited to, the destruction of any of said crossing by reason of fire, loss of crop due to water shut-off, or any other cause.

8. Licensee does hereby waive any claim for damages which may occur as a result of Licensor responding to and/or repairing any emergency situation which may arise as a result of the pivot sprinkler crossing the lateral.

9. Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installation by Licensee.

10. Licensor does hereby reserve the right to terminate this license and does hereby reserve the right to impose further limitations, conditions, and restrictions, that are determined to be in the best interest of Licensor to do so.

11. In the event of default or breach of this Agreement, Licensor may refuse to deliver water to Licensee until such time as the default or breach has been cured.

12. In the event Licensor has to repair, construct, or maintain the lateral, due to the operation of the pivot sprinkler system, such excess costs shall be chargeable to and payable by Licensee.

13. Unless, or until, this license shall be terminated, the terms and conditions hereof shall be determined to be covenants running with the land.

MADE AND ENTERED INTO PURSUANT TO MOTION AND PASSAGE by the Board of Directors of the Licensor.

Big Wood Canal Company

American Falls Reservoir Dist. No. 2